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Attorneys for Plaintiffs, District Council 16
Northern California Health and Welfare Trust Fund, et al.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

DISTRICT COUNCIL 16 NORTHERN
CALIFORNIA HEALTH AND WELFARE
TRUST FUND; et al.

Plaintiffs,

v.

SLATER CUSTOM PAINTING, LLC, a California
Limited Liability Company; JAMES SLATER, an
individual,

Defendants.

Case No. 4:22-cv-00697-LB

**JUDGMENT PURSUANT TO
STIPULATION**

IT IS HEREBY STIPULATED and AGREED (the “Stipulation”) by and between the parties hereto that Judgment shall be entered in the within action in favor of Plaintiffs District Council 16 Northern California health and Welfare trust Fund, et al. (“Plaintiffs” or “Trust Funds”) and against Defendant Slater Custom Painting, LLC, a California Limited Liability Company and James Salter, an individual, as follows:

1. Defendant Slater Custom Painting, LLC is signatory to and bound by the terms of a Collective Bargaining Agreement(s) (“Bargaining Agreement”) with the District Council 16 of the International Union of Painters and Allied Trades (the “Union”). The Bargaining Agreement is still in full force and effect.

2. James Slater, as the Owner of Slater Custom Painting, LLC confirm that he is authorized

1 to enter into this Stipulation on behalf of Slater Custom Painting, LLC.

2 3. James Slater also confirms that he is personally guaranteeing the amounts due herein.
 3 Defendant Slater Custom Painting, LLC and Defendant/Guarantor James Slater (hereinafter collectively
 4 “Defendants”) specifically consent to the Court’s jurisdiction, as well as the use of a Magistrate Judge
 5 for all proceedings, including entry of judgment herein. Defendants further confirm that all successors in
 6 interest, assignees, and affiliated entities (including, but not limited to, parent or other controlling
 7 companies), and any companies with which Defendant Slater Custom Painting, LLC joins or merges, if
 8 any, shall also be bound by the terms of this Stipulation as Guarantors. This shall include any additional
 9 entities in which Defendants are officers, owners or possess any controlling ownership interest. All such
 10 entities shall specifically consent to the Court’s jurisdiction, the use of a Magistrate Judge for all
 11 proceedings, and all other terms herein, in writing, at the time of any assignment, affiliation or purchase.

12 4. Defendants are currently indebted to the Trust Funds as follows:

Audit Amounts Due (8/1/15 – 12/31/18)	
Contribution Underpayments:	\$141,659.80
20% Liquidated Damages:	\$28,331.96
5% Interest (through 4/30/20):	\$23,914.63
Additional 5% Interest (5/1/20 – 4/26/23)	\$21,176.31
Testing Fees:	\$13,593.01
Credit	(\$1,724.40)
Subtotal (Audit):	\$226,951.31
Attorneys’ Fees Due (through 4/25/23)	
Attorneys’ Fees (through 4/25/23):	\$11,064.50
Costs (through 4/25/23):	\$719.03
Subtotal (Attorneys’ Fees & Cost):	\$11,783.53
Ongoing Contributions Due	
Unpaid Contributions (9/2022):	\$439.90
Liquidated Damages (10/21, 9/22):	\$300.00
Interest (10/21, 9/22):	\$13.06
Subtotal (ongoing contributions):	\$752.96

24 **GRAND TOTAL DUE: \$239,487.80**

25 Pursuant to the settlement reached on May 3, 2023 before Magistrate Judge Alex G. Tse,
 26 Defendants shall pay \$197,262.83 pursuant to the terms set forth herein. Therefore, the judgment
 27 amount for purposes of this stipulated judgment shall be: **\$197,262.83**.

REQUIREMENTS UNDER THE TERMS OF THIS STIPULATION

5. **Notice requirements** pursuant to the terms of this Stipulation are as follows:

- **Notices to Defendants:** Slater Custom Painting, LLC and James Slater, 850 South Van Ness Ave., San Francisco, CA 94110; email: slatercustompainting@yahoo.com; copy to Roy R. Stanley, Esq.; email: rstanley@stan-law.com
- **Notices to Plaintiffs:** Matthew P. Minser, Saltzman & Johnson Law Corporation, 5100-B1 Clayton Road, Ste 373, Concord, CA 94521; email: mminser@sjlawcorp.com, copy to compliance@sjlawcorp.com

6. The requirements pursuant to the terms of this Stipulation are as follows:

a.) **Monthly Payments:** Defendants shall pay the amount of **\$197,262.83** as a compromise settlement of the amounts comprising the “Grand Total Due” as set forth above.

a.) Defendants shall submit a down payment of **\$20,000.00** on or before August 8, 2023.

b.) Payments in the amount of **\$4,083.00 per month** shall begin on September 15, 2023, and continue on or before the last business day of each month thereafter **for a period of forty-eight months (48 months)**. Plaintiffs may require that Defendants pay electronically by wire transfer, or by cashier’s check.

c.) Defendants shall have the right to increase the monthly payments at any time and there is no penalty for prepayment.

d.) Payments shall be applied first to interest, at the rate of 5% per annum in accordance with the Bargaining Agreement and Trust Agreements. Interest shall begin to accrue on April 27, 2023.

b) **Fees:** Defendants shall pay all additional attorneys’ fees and costs incurred through Satisfaction of Judgment, whether or not a default occurs.

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7. In summary, Defendants shall deliver the following payments and documents to Plaintiffs, at the following locations, on or before the following delivery deadlines, until this Stipulation has been fully satisfied:

<u>Required Submissions</u>	<u>Delivery deadlines¹</u>	<u>Delivery locations</u>
Lump sum payment of \$20,000.00 payable to <i>District Council 16 Northern California</i>	On or before August 8, 2023	District Council 16 Northern California Trust Funds P.O. Box 4816 Hayward, CA 94540
Stipulated payments in the amount of \$4,083.00 payable to <i>District Council 16 Northern California</i>	15th day of each month (9/15/23-8/15/2027)	District Council 16 Northern California Trust Funds P.O. Box 4816 Hayward, CA 94540

8. Failure to comply with any of the above terms, including submitting a payment that does not clear the bank, or failing to endorse a joint check provided for the payment of amounts due under the terms of this Stipulation, shall constitute a default of the obligations under this Stipulation.

DEFAULTS UNDER THE TERMS OF THIS STIPULATION

9. If default occurs, Plaintiffs shall make a written demand to Defendants to cure said default *within seven (7) days of the date of the notice from Plaintiffs*. In the event default is not cured within the required time frame, all amounts remaining due hereunder (after application of principal payments made, if any) shall be due and payable on demand by Plaintiffs.

10. A Writ of Execution may be obtained without further notice, in the amount of the unpaid balance plus any additional amounts due under the terms herein. Such Writ of Execution may be obtained solely upon declaration by a duly authorized representative of Plaintiffs setting forth the balance due as of the date of default.

MISCELLANEOUS PROVISIONS

11. The above requirements remain in full force and effect regardless of whether or not Defendant Slater Custom Painting, LLC has ongoing work, whether Defendant Slater Custom Painting, LLC's account with the Trust Funds is active, or whether Defendant Slater Custom Painting, LLC is

¹ If the Stipulation has not been fully satisfied by 8/15/2027, all monthly submission requirements shall continue until all amounts have been paid and a Satisfaction of Judgment has been filed with the Court.

1 signatory to a Collective Bargaining Agreement with the Union.

2 12. Payments made by joint check shall be endorsed on behalf of Defendants prior to
3 submission, and may be applied toward Defendants' monthly stipulated payment, provided that the
4 issuer of the joint check is not requesting a release in exchange for the payment. Joint checks for which a
5 release is requested may not be applied toward Defendants' monthly stipulated payment, but shall be
6 deducted from the total balance owed under this Stipulation, provided the payment is for contributions
7 included in this Stipulation.

8 13. Prior to the last payment pursuant to this Stipulation, Plaintiffs shall advise Defendants as
9 to the final amount due, including additional interest, any current contributions and related amounts, and
10 any additional attorneys' fees and costs incurred by Plaintiffs, whether or not Defendants' default herein.
11 Any additional amounts due shall be paid in full with the final stipulated payment due on August 15,
12 2027.

13 14. Defendants waive any notice of Entry of Judgment or of any Request for a Writ of
14 Execution, and expressly waive all rights to stay of execution and appeal.

15 15. Any failure on the part of Plaintiffs to take any action as provided herein in the event of
16 any breach of the provisions of this Stipulation shall not be deemed a waiver of any subsequent breach.

17 16. Defendants have represented that it does not intend to file for Bankruptcy protection. In
18 the event that Defendants do file for Bankruptcy protection, Defendants specifically agree that the
19 amounts due hereunder, which are employee benefits and related sums, shall not be dischargeable.
20 Defendants agree to reaffirm this debt, and will not request that the debt be discharged.

21 17. Should any provisions of this Stipulation be declared or determined by any court of
22 competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of
23 the remaining parts, terms or provisions shall not be affected thereby and said illegal, unenforceable or
24 invalid part, term, or provisions shall be deemed not to be part of this Stipulation.

25 18. This Stipulation is limited to the agreement between the parties with respect to the unpaid
26 and delinquent contributions and related sums enumerated herein, owed by Defendants to Plaintiffs.
27 This Stipulation does not in any manner relate to withdrawal liability claims, if any. Defendants
28 acknowledges that Plaintiffs expressly reserve their right to pursue withdrawal liability claims, if any,

1 against Defendants and all their control group members, as provided by Plaintiffs' Plan documents,
 2 Trust Agreements incorporated into their Bargaining Agreements, and applicable laws and regulations.
 3 The parties to this Stipulation understand and agree that nothing contained herein shall in any manner
 4 relate to or otherwise limit the obligations of Defendants with respect to the assessment and collection of
 5 withdrawal liability pursuant to 29 U.S.C. § 1381 et seq.

6 19. This Stipulation contains all of the terms agreed to by the parties and no other agreements
 7 have been made. Any changes to this Stipulation shall be effective only if made in writing and signed by
 8 all parties hereto.

9 20. This Stipulation may be executed in any number of counterparts and by electronic
 10 signature, each of which shall be deemed an original and all of which shall constitute the same
 11 instrument.

12 21. Defendants represents and warrant that they have had the opportunity to be or have been
 13 represented by counsel of their own choosing in connection with entering this Stipulation under the
 14 terms and conditions set forth herein, that they have read this Stipulation with care and are fully aware
 15 of and represent that they enter into this Stipulation voluntarily and without duress.

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*****PARAGRAPHS 22 AND 23 INTENTIONALLY OMITTED**

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24. The parties agree that the Court shall retain jurisdiction of this matter until this Judgment is satisfied.

DATED: May , 2023

SLATER CUSTOM PAINTING, LLC

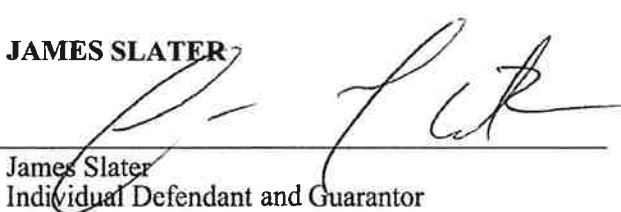
Bv:


James Slater
Owner of Defendant Slater Custom Painting, LLC

DATED: May , 2023

JAMES SLATER

Bv:


James Slater
Individual Defendant and Guarantor

DATED: May , 2023

**DISTRICT COUNCIL 16 NORTHERN
CALIFORNIA HEALTH AND WELFARE
TRUST FUND, et al.**

Bv:


Robert Williams
Trustee of Plaintiff Trust Funds

DATED: May , 2023

**DISTRICT COUNCIL 16 NORTHERN
CALIFORNIA HEALTH AND WELFARE
TRUST FUND, et al.**

Bv:



Jeannie Simpelo
Trustee of Plaintiff Trust Funds

APPROVED AS TO FORM:

DATED: May , 2023

STANLEY LAW OFFICE

Bv:


Roy R. Stanley
Attorney for Defendant

1 IT IS SO ORDERED.

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3 IT IS FURTHER ORDERED that the calendar in this matter is vacated, and that the Court shall
4 retain jurisdiction over this matter.

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6 DATED: _____, 2023

UNITED STATES MAGISTRATE JUDGE